

**23233. The following is added to the arbitration provision of Your Contract:** The arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-852-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660 or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov).

**CO Residents only:** The Contract is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

**CT Residents only:** In the event of a dispute with the Administrator, You may contact the State of Connecticut, Insurance Department, P.O. Box 316, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, the purchase price of the Product(s) and cost of repair, and include a copy of the Contract. You may cancel this Contract if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed.

**FL Residents only:** While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. If Administrator cancels Your Contract, the refund will be equal to 100% of the unearned prorated Contract Price.

**GA Residents only:** You may cancel at any time and receive a refund of the excess of the consideration paid for the Contract above the customary short rate for the expired term of the Contract. The Contract shall be non-cancellable by the Obligor or the Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefrom. Cancellation by the Obligor or Administrator shall be in accordance with Section 33-24-44 of the Code of Georgia. No claim paid or incurred shall be deducted from any refund owed.

**HI Residents only:** If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**MN Residents only:** Obligations under the Contract are insured by a policy of insurance issued by American Reliable Insurance Company, 11222 Quail Roost Drive, Miami, FL 33157. If any covered service is not paid within 60 days after proof of loss has been filed or the Administrator ceases to do business or goes bankrupt, You may apply directly to American Reliable Insurance Company. The toll-free number for American Reliable Insurance Company is 1-800-852-2244.

**NV Residents only:** If We are unable, due to the remote location of Your Product, to arrange for in-home service, or necessary transportation outside of Your home to a service location, We will authorize You to take Your

Product(s) to the Circuit City store location most convenient to You. No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above. No claim incurred or paid shall be deducted from Your cancellation refund.

**NH Residents only:** If you do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**NM Residents only:** No Contract that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or one year after the effective date of the Contract, whichever occurs first, except for the reasons stated in Section 7 above.

**NC Residents only:** The purchase of this Contract is not required to obtain financing. The Administrator may not cancel this Contract except for non-payment by You, or for violation of any of the terms and conditions of this Contract.

**SC Residents only:** If the provider does not timely resolve such matters within 60 days of proof of loss, they may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. You have a duty to protect against any further damage and are required to comply with the owner's marital.

**TN Residents only:** The expiration date of the Contract will automatically be extended by the duration that the Product is withheld from consumer use while being repaired, plus 2 working days.

**TX Residents only:** If You have a question or complaint, You may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202.

**UT Residents only:** The single pay Contract Price is included on Your Sales Receipt You received for the Contract coverage. There is no deductible required to obtain service under the Contract. Coverage afforded under the Contract is not guaranteed by the Property and Casualty Guaranty Association. If in an emergency situation, and Administrator cannot be reached, the customer can proceed with repairs. Administrator will reimburse the customer, or the repairing facility in accordance with the Contract provisions.

**WA Residents only:** The following is added to the arbitration provision of Your Contract: Nothing in the Section Headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. Obligations under this Contract are backed by the full faith and credit of the

Service Contract Provider.

WI Residents only. THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim incurred or paid shall be deducted from Your cancellation refund. You will be made whole before the Administrator retains any amounts it may recover from subrogation. Unauthorized repairs by third parties may not be covered.

19. Privacy: To learn more about how Federal Warranty Service, Corporation, Sureway, Inc., United Service Protection, Inc., American Bankers Insurance Company of Florida and American Reliable Insurance Company, Assurant Solutions companies, use Your information, please visit Our website at [www.assurantsolutions.com](http://www.assurantsolutions.com).

CCA 0907v1-907

# EXHIBT B



# EXHIBIT

C

FOR A PICKUP CALL 1-800-247-2676 OR GO TO WWW.DHL-USA.COM

|  |                               |
|--|-------------------------------|
| Name   | Date                          |
| F. Company   |                               |
| Street   | P.O. Box 19304, (60) 530-6349 |
| City   | Oakland                       |
| State  | CA                            |
| ZIP Code   | 94619                         |
| 1. Ref #   |                               |
| NEXICORE SERVICES<br>3949 HERITAGE OAK CT<br>SIMI VALLEY, CA |                               |
| PIECES<br>1<br>ZIP CODE<br>93063                             |                               |



SDS

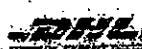


Shipment No. A45425476924

**EZ RETURN**

Form No. 1302

ROUTING



DHL EZ Return Shipment No.  
A45425476924

Expires: 6/09  
Ref # / Date

**SATCHI MIMS**  
P.O. Box 19304 ~ Oakland, California 94619

June 24, 2008

**Circuit City Stores, Inc.**  
**Attention: Customer Support**  
9954 Mayland Dr.  
Richmond, VA 23233

**Re: Requested Computer Refund \ Replacement [incident case #11541372]**

Dear Sir or Madam:

The enclosed Toshiba Satellite laptop computer, Model # M45S265 serial # 75095029Q was purchased on September 07, 2005 as a new computer [Circuit City receipt ticket # 024005421021]. I am requesting a new computer replacement for my laptop computer. I have made the same request several times before, because the computer is defective. I have requested repair services for my laptop computer more than 15 times and it qualifies for replacement under the No Lemon Guarantee of Circuit City Advantage Protection Plan. Please refer to your records of my complaints (incident claim numbers: G9443001, 9632790, 9828280, 9927248 etc...) regarding my laptop computer malfunction problems.

I returned the computer to the Circuit City Store located at 5795 Christie Ave. Emeryville, CA approximately four weeks after I purchased it, because the F10 and F11 keys would come on automatically without my initiating the action. The employees at the Circuit City Store told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it.

I requested a new (another) computer when I sent the computer to Toshiba Customer Services for repair, I was told by Toshiba that they do not replace defected computers. Toshiba stated they did not see any problem with the computer. I received my computer from Toshiba, and I returned it immediately to Toshiba. I spoke with customer service over the phone and was instructed to take the computer to ComputerLand located at 1689 W. Winton Ave. #3, Hayward, CA 94545, an authorize Toshiba repair shop, because the F10 and F11 key continued to malfunction. I took the computer in for service on April 11, 2006 and picked computer up on April 14, 2006. The repair technician told me the computer should be replaced and wrote on the repair order receipt computer still defective should send to Toshiba. I spoke to Toshiba services and requested a new computer and they stated once again they do not replace defective computers.

## SATCHI MIMS

I returned the computer to Circuit City on April 14, 2006 and demanded another computer. Once again Circuit City employees told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it. After speaking to a services manager the Circuit City Store at Emeryville, CA took the computer and returned it to me April 24, 2006 with a statement written on the return receipt stating repairs cancelled. Please note that documentation pertaining to the described events between Toshiba and I was sent in with a previous repair request and should be available for you to review in your files with previous incidents.

Today I am returning my computer for the following reasons: SYSTEM FAILURES please check all hardware connections inside the computer and make sure all hardware is functioning correctly. The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up and flicks a white background; when this occurs the keyboard will not function, it becomes inoperable. Sometime any physical movement of the screen causes the function of the screen to appear to return to normal and the keyboard will function.
2. The keyboard malfunctions frequently, the F10 and F11 keys turn on automatically when the screen or computer is moved, or when computer is held at a 45 degree angle. When F10 and F11 keys turn on the keyboard types numbers only instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Also, when headphones are connected into the headphone jack, the left headphone speaker doesn't function and you can only hear static.
4. The computer wireless modem has problems being connected to the internet sometimes it disconnects. When the wireless switch is on and the computer attempts to connect to the wireless internet, the icon appears on the screen indicating the wireless signal connection status is excellent, within 3 to 5 minutes later the icon states that the wireless signal connection status is weak.
5. Sometimes when the system loads up an error comes up stating there is a hardware issue prompting the restart of the computer.

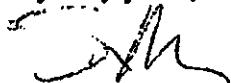
The Toshiba Satellite Laptop Computer cost me \$1730.00 which includes \$199.00 for Circuit City Advantage Protection Plan. The Circuit City Advantage Protection Plan was sold to me as additional insurance. I purchased another Circuit City Advantage Protection Plan for renewal coverage (contract #85 6512453), September 8, 2007, which cost me \$243.00.

**SATCHI MIMS**

I am requesting a new computer with comparable cost and function ability, or a refund in the following amount: \$1730.00 + \$243.00 total of \$1973.00.

If you have questions or concerns feel free to contact me at the listed address or 510-530-6345. Thanks to you for your prompt attention to this matter and your time.

Very truly yours,



Satchi Mims

Enclosure: Nxicore Services Laptop Repair Diagnostic Worksheet

CC: NEXICORE SERVICES [Service Order # 1304673]  
3949 Heritage Oak CT  
Simi Valley, CA 93063

Please call 800-322-4615 to change  
the return address.

Laptop Information

Name: Satchi Mims  
Contact Phone#: 510-530-6345

Manufacturer: TOSHIBA  
Model: PSM40U-07V001  
Serial Number: 75095029Q

Please describe the failure symptom: See back of Laptop repair diagnostic worksheet, for a list of problems.

---



---

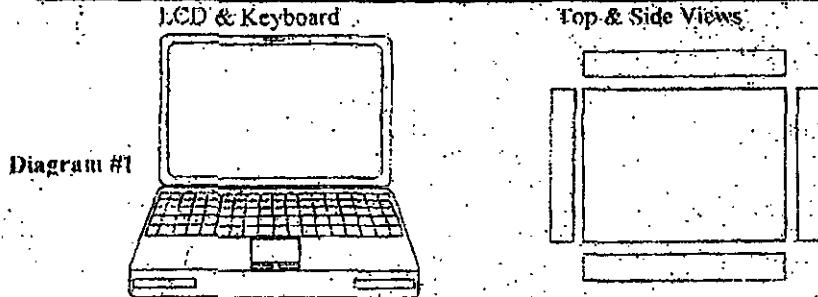


---

**IN ORDER TO REPAIR YOUR LAPTOP, YOU MUST INCLUDE THE FOLLOWING WITH YOUR SYSTEM:**

- Windows password (if applicable)
- Bios Password (if applicable)
- Restore CD Set
- AC Adapter

**Please document the condition of your laptop on the diagram below:**



O = Broken/Cracked X = Scratch/Gouge # = Minor Blemishes \* = Other \_\_\_\_\_

Accessories shipped:        CD Restore disks        AC Adapter

Notes: \_\_\_\_\_

The following to be completed by Nextcore Personnel

CD Restore disks        AC Adapter       

Confirm this Condition

## PROBLEMS or SYSTEM FAILURES

The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up, flickering white background. When this occurs, all of the key board functions freeze. Physical movement of the screen sometimes temporarily causes the screen to return to normal visual operation and the keyboard to function.
2. The keyboard malfunction frequently, the F-10 and F-11 keys turn on automatically when the screen is physically moved or when the computer is moved, or held at a 45 degree angle. When this occurs, the keyboard types numbers instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Additionally, when headphones are connected to in to the headphone jack, the left headphone speaker doesn't function and you can hear static.
4. Another problem with the computer is that the wireless modem has problems staying connected to the internet. When the wireless switch is turned on and the computer attempt to connect to the wireless internet, the icon appears on the screen indicating that the wireless connection is excellent, within 3 to 5 minuets later the icon states that the wireless signal is weak.
5. Sometimes when the system loads up an error comes up stating that there may be a hardware issue and prompting, the restart of the computer. Please physically check all hardware connections inside the computer and make sure all hardware is functioning correctly.

If you have questions or concerns feel free to contact me. Thanks to you for your prompt attention to this matter and your time.

July 1, 2008

Satchi Mims  
PO Box 19304  
Oakland, CA 94619

Re: Your PC

Dear Satchi Mims:

Thank you for contacting Circuit City Stores, Inc. We value your feedback and appreciate the opportunity to address your concerns. The satisfaction of our customers is vitally important to our success and we make every effort to assist when issues arise.

We are sorry to hear that your PC has required multiple repairs by the manufacturer and by our warranty service. To request an exchange under the No Lemon Guarantee, please call our management line at 1-800-950-9036, and use pound 9.

We value your patronage, and look forward to future opportunities to serve you better. If you have further questions, you may contact the corporate office at 1-800-251-2665. Thank you for bringing this matter to our attention.

Sincerely,

Marty M.  
Customer Support Coordinator  
Case # 1896800



Windows Live™

## Unit Shipped for Incident Number 11541372

From: [Info@assurant.com](mailto:Info@assurant.com)  
Sent: Fri 7/04/08 4:33 PM  
To: [SMIMS21@hotmail.com](mailto:SMIMS21@hotmail.com)

Below is your status update on your Circuit City Advantage Protection Plan service request:

We have completed the repair of your product and have shipped the unit back to you.

Click the airbill to the right to track the shipping status of your product: 34483081382

Thank you for purchasing the Circuit City Advantage Protection Plan!

For up to the minute status, go to the following URL or click this link:

[www.cityassure.com](http://www.cityassure.com)

To shop at Circuit City.com, click the link below:

[Circuit City](http://www.circuitcity.com)



To unsubscribe, click the following link:

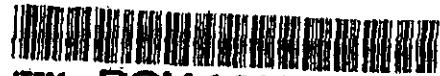
[Click here to unsubscribe](#)

---

This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof.

Thank you.

---



ITEM: PSM40U-07V001  
\*\*\* Finished goods \*\*\*

DESC: TOSHIBA SATELLITE M45-S265 LAPTOP SYSTEM

3168923

S/N:  
DATE: 07/02/2008

NEX

LOC:  
PLANT: 0010

## LAPTOP REPAIR WORKSHEET

|  |  |                                   |   |   |
|--|--|-----------------------------------|---|---|
| BCN: 3168923   | S/O: 204673  | W/O: 77193                        |   |   |
| CD/DVD DRIVE   |  |                                   |   |   |
| <input type="checkbox"/> Replaced Optical Drive                | <input type="checkbox"/> Replaced CPU              | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Card Reader Port    |   |
| <input type="checkbox"/> Replaced DVD-RW                       | <input type="checkbox"/> Reseated CPU              | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed DC Jack             |   |
| <input type="checkbox"/> Cleaned Lens                          | <input type="checkbox"/> Replaced Memory           | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Ethernet Port       |   |
| <input type="checkbox"/> Replaced Laser                        | <input type="checkbox"/> Reseated Memory           | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Firewire Port       |   |
| <input type="checkbox"/> Aligned Tray                          | <input type="checkbox"/> Reflowed Memory Socket    | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Headphone Jack      |   |
| <input type="checkbox"/> Reconfigured Settings                 | <input type="checkbox"/> Replaced Memory Socket    | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Printer Port        |   |
| HARD DRIVE   |  |                                   |   |   |
| <input type="checkbox"/> Replaced Hard Drive                   | <input type="checkbox"/> Cleaned Memory Socket     | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Microphone Jack     |   |
| HEATSINK/FAN   |  |                                   |   |   |
| <input type="checkbox"/> Restored Operating System             | <input type="checkbox"/> Replaced CPU/VGA Fan      | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Modem Jack          |   |
| <input type="checkbox"/> Reformatted to C: Prompt              | <input type="checkbox"/> Cleaned CPU/VGA Fan       | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed PS/2 Port           |   |
| <input type="checkbox"/> Reset Jumper Settings                 | <input type="checkbox"/> Lubricated CPU/VGA Fan    | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed PCMCIA Socket       |   |
| FLOPPY DRIVE   |  |                                   |   |   |
| <input type="checkbox"/> Replaced Floppy Drive                 | <input type="checkbox"/> Replaced Thermal Grease   | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed Serial Port         |   |
| <input type="checkbox"/> Cleaned Heads                         | <input type="checkbox"/> Replaced Thermal Pad      | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed S-Video Port        |   |
| <input type="checkbox"/> Replaced Floppy Cable                 | <input type="checkbox"/> LCD                       | <input type="checkbox"/> Replaced | <input type="checkbox"/> Reflowed USB Port            |   |
| MODEM  |  |                                   |   |   |
| <input type="checkbox"/> Replaced Modem                        | <input type="checkbox"/> Replaced LCD Cable        | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Keyboard            |   |
| <input type="checkbox"/> Reseated Modem                        | <input type="checkbox"/> Reseated LCD Cable        | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Missing Keys        |   |
| <input type="checkbox"/> Replaced Audio Cable                  | <input type="checkbox"/> Replaced Inverter         | <input type="checkbox"/> Aligned  | <input type="checkbox"/> Aligned Keyboard             |   |
| <input type="checkbox"/> Reflowed Modem Chip                   | <input type="checkbox"/> Reflowed Inverter         | <input type="checkbox"/> Cleaned  | <input type="checkbox"/> Cleaned Keyboard Connector   |   |
| AUDIO  |  |                                   |   |   |
| <input type="checkbox"/> Replaced Audio Chip                   | <input type="checkbox"/> Replaced Inverter Fuse    | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Keyboard Cable      |   |
| <input type="checkbox"/> Replaced Speakers                     | <input type="checkbox"/> Replaced Backlight        | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Keyboard Lock       |   |
| <input type="checkbox"/> Replaced Audio Cable                  | <input type="checkbox"/> Replaced Dim Switch       | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Touchpad            |   |
| <input type="checkbox"/> Reseated Audio Cable                  | <input type="checkbox"/> Replaced Latch            | <input type="checkbox"/> Reseated | <input type="checkbox"/> Reseated Touchpad Cable      |   |
| <input type="checkbox"/> Installed Driver                      | <input type="checkbox"/> Replaced Hinges           | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Touchpad Cable      |   |
| <input type="checkbox"/> Reconfigured Settings                 | <input type="checkbox"/> Replaced Hinge Cover      | <input type="checkbox"/> Aligned  | <input type="checkbox"/> Reseated Touchpad Cable Lock |   |
| SYSTEM BOARD   |  |                                   |   |   |
| <input type="checkbox"/> Replaced System Board                 | <input type="checkbox"/> Replaced Ethernet Card    | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Palm Rest           |   |
| <input type="checkbox"/> Repaired System Board                 | <input type="checkbox"/> Installed Driver          | <input type="checkbox"/> Replaced | <input type="checkbox"/> Replaced Bottom Base         |   |
| <input type="checkbox"/> Reprogrammed BIOS                     | <input type="checkbox"/> Reconfigured Settings     | <input type="checkbox"/> Misc.    | <input type="checkbox"/> Plastic                      |   |
| <input type="checkbox"/> Replaced BIOS Battery                 | <input type="checkbox"/> Replaced WiFi Button      | <input type="checkbox"/> Replaced | <input type="checkbox"/> Bezel                        |   |
| <input type="checkbox"/> Replaced Connector                    | <input type="checkbox"/> Replaced WiFi Antenna     | <input type="checkbox"/> Replaced | <input type="checkbox"/> Bezel                        |   |
| <input type="checkbox"/> Replaced IC                           | <input type="checkbox"/> Replaced WiFi             | <input type="checkbox"/> Replaced | <input type="checkbox"/> Battery Cover                |   |
| <input type="checkbox"/> Replaced LED                          | <input type="checkbox"/> Removed Virus             | <input type="checkbox"/> Replaced | <input type="checkbox"/> Memory Cover                 |   |
| MISCELLANEOUS  |  |                                   |   |   |
| <input type="checkbox"/> Replaced AC Adapter                   | <input type="checkbox"/> Removed Spyware           | <input type="checkbox"/> Replaced | <input type="checkbox"/> WiFi Cover                   |   |
| <input type="checkbox"/> Replaced Power Cord                   | <input type="checkbox"/> Defragged Hard Drive      | <input type="checkbox"/> Replaced | <input type="checkbox"/> PCMCIA Cover                 |   |
| <input type="checkbox"/> Replaced Battery                      | <input type="checkbox"/> Repaired Operating System | <input type="checkbox"/> Replaced | <input type="checkbox"/> Docking Port Cover           |   |
| <input type="checkbox"/> Bad Battery - Not Covered by Warranty | <input type="checkbox"/> Installed Driver          | <input type="checkbox"/> Replaced | <input type="checkbox"/> Power Button Cover           |   |
| <input type="checkbox"/> Bad Adapter - Not Covered by Warranty |  | <input type="checkbox"/> Replaced | <input type="checkbox"/> LCD Front Cover              |   |
| <input type="checkbox"/> NO PROBLEM FOUND                      | <input type="checkbox"/> SERVICE DENIED            |                                   | <input type="checkbox"/> Replaced                     | <input type="checkbox"/> LCD Back Cover                       |
| Accessories Received   |  | # of CDs                          | AC Adapter  | Yes <input checked="" type="radio"/> No <input type="radio"/> |
|  |  |                                   | Battery   | Yes <input checked="" type="radio"/> No <input type="radio"/> |
| NOTES:   |  |                                   | VOLUME KNOB CLEANED                                   |   |
| VOLUME KNOB CLEANED  |  |                                   | TECHNICIAN: 100-0010                                  |   |

# EXHIBIT

2

**DO NOT FILE WITH THE COURT**  
**THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT**

DISC-010

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims

CASE NUMBER

DEFENDANT (Name): Circuit City Stores, Inc.

RG08399323

**CASE QUESTIONNAIRE—FOR LIMITED CIVIL CASES**  
**(Under \$25,000)**

REQUESTING PARTY (Name): SATCHIDANANDA MIMS AKA SATCHI MIMS

RESPONDING PARTY (Name): CIRCUIT CITY STORES, INC.

**—INSTRUCTIONS—**

A. The purpose of the case questionnaire is to help the parties settle their differences without spending a lot of money. This is accomplished by exchanging information about the case early in the lawsuit. The exchange of case questionnaires may be started only by a plaintiff (or cross-complainant) in a limited civil case. The case questionnaire is optional, and if plaintiff (or cross-complainant) exercises the option, only this form may be used.

B. Instructions for plaintiffs (and cross-complainants)

1. Under Code of Civil Procedure section 93, a plaintiff (or cross-complainant) may serve a completed case questionnaire and a blank questionnaire with a complaint (or cross-complaint).
2. This is the only way you can require defendants (or cross-defendants) to serve you with a completed case questionnaire.

C. Instructions for defendants (and cross-defendants)

1. If you have been served with a completed case questionnaire by a plaintiff (or cross-complainant), then you must fill in the blank case questionnaire. Your completed case questionnaire must be served on that same plaintiff (or cross-complainant) with your answer to the complaint (or cross-complaint).

2. **THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT.**

D. Instructions for all parties

1. **ALL QUESTIONS REFER TO THE INCIDENT OR AGREEMENT IN THIS LAWSUIT ONLY.**
2. Answer each question. If a question is not applicable, answer "NA."
3. Your answers are not limited to your personal knowledge, but you are required to furnish information available to you or to anyone acting on your behalf, whether you are a plaintiff, defendant, cross-complainant, or cross -defendant.
4. Type or legibly print your answer below each question. If you cannot completely answer a question in the space provided on the case questionnaire, check the "attachment" box and put the number of the question and the complete answer on an attached sheet of paper or form MC-025. You should not put part of an answer on the case questionnaire and part on the attachment. You may put more than one answer on each attached page.
5. When you have completed the case questionnaire, sign the verification and serve the original.
6. You may compel compliance with these requirements under Code of Civil Procedure section 93.
7. **DO NOT FILE THIS CASE QUESTIONNAIRE WITH THE COURT.**

Page 1 of 4

**DO NOT FILE WITH THE COURT**

DISC-010

|  |              |
|--|--------------|
| PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims | CASE NUMBER: |
| DEFENDANT (Name): Circuit City Stores, Inc.          | RG08399323   |

**—QUESTIONS—**

**1. FOR ALL CASES .**

a. State your name and street address.

SATCHIDANANDA MIMS AKA SATCHI MIMS  
Mailing address: P.O. Box 19304, Oakland, CA 94619

b. State your current business name and street address, the type of business entity, and your title.

NA

c. Describe in detail your claims or defenses and the facts on which they are based, giving relevant dates.

See attachment for answer number 1c.

d. State the name, street address, and telephone number of each person who has knowledge of facts relating to this lawsuit, and specify his or her area of knowledge.

See attachment for answer number 1d.

e. Describe each document or photograph that relates to the issues or facts. You are encouraged to attach a copy of each. For each that you have described but not attached, state the name, street address, and telephone number of each person who has it.

See attachment for answer number 1e.